

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 49			
1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N61340-12-D-7217			2. DELIVERY ORDER/ CALL NO. 0003		3. DATE OF ORDER/ CALL (YYYYMMDD) 2014 Apr 25		4. REQ./ PURCH. REQUEST NO. See Schedule		5. PRIORITY				
6. ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25322) ORLANDO FL 32826				CODE N61340		7. ADMINISTERED BY (if other than 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BUILDING 203 ARLINGTON HEIGHTS IL 60005-2451				CODE S1403A			
										8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)			
9. CONTRACTOR SYSTEMS SERVICE ENTERPRISES, INC. ELIZABETH E NIEDRINGHAUS 77 WEST PORT PLZ STE 500 SAINT LOUIS MO 63146-3126				CODE 1FGP5		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input checked="" type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days										13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15			
14. SHIP TO SEE SCHEDULE				CODE		15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS OH 43218-2381				CODE HQ0339			
MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.													
16. TYPE OF ORDER		DELIVERY/ CALL		<input checked="" type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
		PURCHASE		<input type="checkbox"/>		Reference your quote dated Furnish the following on terms specified herein. REF:							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE													
See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		SEE SCHEDULE											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA TEL: 407-380-4281 EMAIL: joseph.liberatore@navy.mil BY: JOSEPH A. LIBERATORE, JR. (25322) CONTRACTING / ORDERING OFFICER				25. TOTAL \$496,766.00		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO.		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1401	MOBILIZATION (AIRLANT) FFP NS Norfolk VA FY 2014 Base Period FOB: Destination PURCHASE REQUEST NUMBER: 1300370912	1	Lot	\$78,500.00	\$78,500.00
NET AMT					\$78,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140101	MOBILIZATION (AIRLANT) FY14 FFP NS Norfolk VA FY14 Base Period (01 May 2014 - 30 Jun 2014) FOB: Destination PURCHASE REQUEST NUMBER: 1300416708				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 130041670800001					\$78,500.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1402		1	Lot	\$13,947.00	\$13,947.00

MOBILIZATION (AIRLANT)

FFP

NAS Oceana VA

FY 2014 Base Period

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT	\$13,947.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140201					\$0.00

MOBILIZATION (AIRLANT) FY14

FFP

NAS Oceana VA

FY14 Base Period (01 May 2014 - 30 Jun 2014)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300416708

NET AMT	\$0.00
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ACRN AA

CIN: 130041670800002

\$13,947.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1403		1	Lot	\$8,776.00	\$8,776.00

MOBILIZATION (PMA205)

FFP

NS Norfolk VA

FY 2014 Base Period

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

\$8,776.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140301					\$0.00

MOBILIZATION (PMA205) FY14

FFP

NS Norfolk VA

FY14 Base Period (01 May 2014 - 30 Jun 2014)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300415302

NET AMT

\$0.00

ACRN AB

CIN: 130041530200001

\$8,776.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1411	PILOT FFP Task 1C – E-2C/D/C-2 Pilot SME Labor Hrs. FY 2014 Base Period	3	Months	\$39,766.00	\$119,298.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300370912					

NET AMT	\$119,298.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141101	PILOT FY14 FFP FY14 Base Period (01 Jul 2014 - 30 Sep 2014) FOB: Destination PURCHASE REQUEST NUMBER: 1300416708				\$0.00

NET AMT	\$0.00
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ACRN AA	\$119,298.00
CIN: 130041670800003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1412		3	Months	\$36,484.00	\$109,452.00

NFO

FFP

Task 2C - E-2C/D/C-2 Naval Flight Officer (NFO) SME Labor Hrs.

FY 2014 Base Period

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

\$109,452.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141201					\$0.00

NFO FY14

FFP

FY14 Base Period (01 Jul 2014 - 30 Sep 2014)

FOB: Destination

PURCHASE REQUEST NUMBER: 1300416708

NET AMT

\$0.00

ACRN AA

CIN: 130041670800004

\$109,452.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1413	LSO FFP NAS Oceana VA Task 3C – LSO SME Labor Hrs. FY 2014 Base Period FOB: Destination PURCHASE REQUEST NUMBER: 1300370912	3	Months	\$31,380.00	\$94,140.00

NET AMT	\$94,140.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141301	LSO FFP FY14 Base Period (01 Jul 2014 - 30 Sep 2014) FOB: Destination PURCHASE REQUEST NUMBER: 1300416708				\$0.00

NET AMT	\$0.00
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ACRN AA CIN: 130041670800005	\$94,140.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1414	PILOT/NFO (ACTS) FFP NS Norfolk VA Task 4C – E-2 Pilot or NFO SME Labor Hrs. FY 2014 Base Period	3	Months	\$17,551.00	\$52,653.00
FOB: Destination PURCHASE REQUEST NUMBER: 1300370912					

NET AMT	\$52,653.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141401	PILOT/NFO (ACTS) FY14 FFP FY14 Base Period (01 Jul 2014 - 30 Sep 2014) FOB: Destination PURCHASE REQUEST NUMBER: 1300415302				\$0.00
ACRN AB CIN: 130041530200002					

NET AMT	\$0.00
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\$52,653.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1440		1	Lot		NSP

CDRLs

FFP

NS Norfolk VA/NAS Oceana VA

NSP

Contract Data Requirements List

FY 2014 Base Period

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1460		1	Lot	\$20,000.00	\$20,000.00

OVER & ABOVE

FFP

NS Norfolk VA/NAS Oceana VA

Parts Replacement for the Electronic Classrooms and Learning Resource Center

FY 2014 Base Period

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
146001	OVER & ABOVE FFP FY14 Base Period (01 Jul 2014 - 30 Sep 2014) FOB: Destination PURCHASE REQUEST NUMBER: 1300416708		Each		\$0.00
NET AMT					\$0.00
ACRN AA					\$20,000.00
CIN: 130041670800006					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1511	PILOT	12	Months	\$79,532.00	\$954,384.00
OPTION	FFP NS Norfolk VA Task 1 – E-2C/D/C-2 Pilot SME Labor Hrs. FY 2015 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				
NET AMT					\$954,384.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1512		12	Months	\$72,969.00	\$875,628.00
OPTION	NFO FFP NS Norfolk VA Task 2 - E-2C/D/C-2 Naval Flight Officer (NFO) SME Labor Hrs. FY 2015 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$875,628.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1513		12	Months	\$41,840.00	\$502,080.00
OPTION	LSO FFP NAS Oceana VA Task 3 – LSO SME Labor Hrs. FY 2015 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$502,080.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1514		12	Months	\$35,103.00	\$421,236.00
OPTION	PILOT/NFO (ACTS) FFP NS Norfolk VA Task 4 – E-2 Pilot or NFO SME Labor Hrs. FY 2015 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$421,236.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1540		1	Lot		NSP
OPTION	CDRLs FFP NS Norfolk VA/NAS Oceana VA NSP Contract Data Requirements List FY 2015 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1550		1	Lot		NSP
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OPTION

PRICE ADJUSTMENT

FFP

NS Norfolk VA/NAS Oceana VA

Price Adjustment Pursuant to DOL Wage Det/CBA

Note: If applicable at the time of award of the task order

FY 2015 Option

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1560		1	Lot		NSP
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OPTION

OVER & ABOVE

FFP

NS Norfolk VA/NAS Oceana VA

Parts Replacement for the Electronic Classrooms and Learning Resource Center

To Be Negotiated

FY 2015 Option

FOB: Destination

PURCHASE REQUEST NUMBER: 1300370912

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1611		12	Months	\$79,532.00	\$954,384.00
OPTION	PILOT FFP NS Norfolk VA Task 1 – E-2C/D/C-2 Pilot SME Labor Hrs. FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$954,384.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1612		12	Months	\$72,969.00	\$875,628.00
OPTION	NFO FFP NS Norfolk VA Task 2 - E-2C/D/C-2 Naval Flight Officer (NFO) SME Labor Hrs. FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$875,628.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1613		12	Months	\$41,840.00	\$502,080.00
OPTION	LSO FFP NAS Oceana VA Task 3 – LSO SME Labor Hrs. FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$502,080.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1614		12	Months	\$35,103.00	\$421,236.00
OPTION	PILOT/NFO (ACTS) FFP NS Norfolk VA Task 4 – E-2 Pilot or NFO SME Labor Hrs. FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$421,236.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1640		1	Lot		NSP
OPTION	CDRLs FFP NS Norfolk VA/NAS Oceana VA NSP Contract Data Requirements List FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1650		1	Lot		NSP
OPTION	PRICE ADJUSTMENT FFP NS Norfolk VA/NAS Oceana VA Price Adjustment Pursuant to DOL Wage Det/CBA Note: If applicable at the time of award of the task order FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1660		1	Lot		NSP
OPTION	OVER & ABOVE FFP NS Norfolk VA/NAS Oceana VA Parts Replacement for the Electronic Classrooms and Learning Resource Center To Be Negotiated FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1711		7	Months	\$79,532.00	\$556,724.00
OPTION	PILOT FFP NS Norfolk VA Task 1 – E-2C/D/C-2 Pilot SME Labor Hrs. FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT

\$556,724.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1712		7	Months	\$72,969.00	\$510,783.00
OPTION	NFO FFP NS Norfolk VA Task 2 - E-2C/D/C-2 Naval Flight Officer (NFO) SME Labor Hrs. FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$510,783.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1713		7	Each	\$41,840.00	\$292,880.00
OPTION	LSO FFP NS Oceana VA Task 3 – LSO SME Labor Hrs. FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$292,880.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1714		7	Months	\$35,103.00	\$245,721.00
OPTION	PILOT/NFO (ACTS) FFP NS Norfolk VA Task 4 – E-2 Pilot or NFO SME Labor Hrs. FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	\$245,721.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1740		1	Lot		NSP
OPTION	CDRLs FFP NS Norfolk VA/NAS Oceana VA NSP Contract Data Requirements List FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

NET AMT	
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1750		1	Lot		NSP
OPTION	PRICE ADJUSTMENT FFP NS Norfolk VA/NAS Oceana VA Price Adjustment Pursuant to DOL Wage Det/CBA Note: If applicable at the time of award of the task order FY 2016 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1760		1	Lot		NSP
OPTION	OVER & ABOVE FFP NS Norfolk VA/NAS Oceana VA Parts Replacement for the Electronic Classrooms and Learning Resource Center To Be Negotiated FY 2017 Option FOB: Destination PURCHASE REQUEST NUMBER: 1300370912				

 NET AMT

Please note that this Task Order corresponds to CLIN 2013, Lot II, Functional Area 3, Firm Fixed Price (FFP) of the Training Data Products Contract, Multiple Award Contract (TDPC MAC).

B.1 - CLAUSES AND PROVISIONS

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document are numbered in sequence, but will not necessarily appear in consecutive order.

(c) Sections K, L and M will be physically removed from any resultant award, but Section K will be deemed to be incorporated by reference in the award.

Note to Offerors:

- The structure and line items of Section B will be based on the data from the Price Breakout Worksheet (PBW) Attachment 2.

- Pricing for CLINS/ Tasks will be populated in Section B at time of award, using the PBW Attachment 2.

- Pricing for Option CLINs that have not been exercised are for Government planning purposes only and shall not bind the Government to a Task Level prior to exercise of the option.

- The PBW is provided as Attachment 2 to show the offeror's pricing of the task order requirements at the CLIN/Task levels. The prices placed in Section B at award will reflect the price associated with the CLIN/Tasks from the Price Breakout Worksheet. All CLINs and each Task within an individual CLIN for Mobilization, the Base effort and Options are Firm Fixed Price.

B.2 – TDPC MAC CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Indefinite Delivery/Indefinite Quantity Multiple Award Contract Section B are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

Section C - Descriptions and Specifications

C.1 STATEMENT OF WORK/TECHNICAL DATA

- (a) The specific requirements of this Task Order are identified in Attachment 1 - "Statement of Work" SOW 130075 E-2/C-2/Landing Signal Officer (LSO), Naval Aviation Training Systems Curriculum Revision and Maintenance (R&M) dated 28 August 2013.
- (b) Administrative Data requirements (DD Forms 1423) of this solicitation and resultant Task Order are identified as Exhibits B and F in Section J.
- (c) All other exhibits and attachments of this solicitation and resultant Task Order are identified in Section J.

C.2 COMMUNICATIONS

To the greatest extent practicable, communications between the Government and Contractor shall be accomplished electronically. When the Contractor desires or is required to submit formal letters or other communications to the Government, it shall do so by attaching a copy of the communication [MS Word or Excel (2000 version or later), or Acrobat compatible] to an e-mail addressed to the proper Government representative. Submission of a hard copy will not be necessary.

NAWCTSD Task Order Procuring Contracting Officer (PCO):

MR. JOSEPH A. LIBERATORE

joseph.liberatore@navy.mil

407-380-4281

NAWCTSD Task Order Contract Specialist (CS):

MR. DEMETRIUS WALKER

demetrius.walker2@navy.mil

407-380-4597

NAWCTSD Project Manager (PJM):

MR. CHARLES (Tim) T. MOTE

charles.mote@navy.mil

407-380-4185

NAWCTSD Integrated Systems Designer (ISD):

MRS. JUDITH A. RICE

judith.rice@navy.mil

407-380-4220

C.3 CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Multiple Award Contract Section C are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal Number N61340-14-R-0004, dated 10 January 2014, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force

and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

Section D - Packaging and Marking

D.1 MATERIAL AND TECHNICAL DATA

The materials and technical data to be furnished will be packaged for domestic shipment in accordance with Section D of the basic TDPC ID/IQ contract.

D.2 CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Multiple Award Contract Section D are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

Section E - Inspection and Acceptance

E.1 - GOVERNMENT QUALITY ASSURANCE SURVEILLANCE PLAN

The Quality Assurance Surveillance Plan (QASP) at Attachment 4 is a Government-developed and applied document used to ensure that systematic quality assurance methods are used in the administration of the TDPC MAC. The intent is to verify that the Contractor performs in accordance with task order Statements of Work and meets Acceptable Quality Level (AQL) performance metrics and the Government receives the quality of services called for in the task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1401	Destination	Government	Destination	Government
140101	Destination	Government	Destination	Government
1402	Destination	Government	Destination	Government
140201	Destination	Government	Destination	Government
1403	Destination	Government	Destination	Government
140301	Destination	Government	Destination	Government
1411	Destination	Government	Destination	Government
141101	Destination	Government	Destination	Government
1412	Destination	Government	Destination	Government
141201	Destination	Government	Destination	Government
1413	Destination	Government	Destination	Government
141301	Destination	Government	Destination	Government
1414	Destination	Government	Destination	Government
141401	Destination	Government	Destination	Government
1440	Destination	Government	Destination	Government
1460	Destination	Government	Destination	Government
146001	Destination	Government	Destination	Government
1511	Destination	Government	Destination	Government
1512	Destination	Government	Destination	Government
1513	Destination	Government	Destination	Government
1514	Destination	Government	Destination	Government
1540	Destination	Government	Destination	Government
1550	Destination	Government	Destination	Government
1560	Destination	Government	Destination	Government
1611	Destination	Government	Destination	Government
1612	Destination	Government	Destination	Government
1613	Destination	Government	Destination	Government
1614	Destination	Government	Destination	Government
1640	Destination	Government	Destination	Government
1650	Destination	Government	Destination	Government
1660	Destination	Government	Destination	Government

1711	Destination	Government	Destination	Government
1712	Destination	Government	Destination	Government
1713	Destination	Government	Destination	Government
1714	Destination	Government	Destination	Government
1740	Destination	Government	Destination	Government
1750	Destination	Government	Destination	Government
1760	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4 Inspection Of Services--Fixed Price

AUG 1996

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by designated Contracting Officer Representative (COR) or Alternate Contracting Officer Representative (ACOR).

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

Section F - Deliveries or Performance

F.1 - Period of Performance

The task order will not exceed 36 months, including all option periods. The task order Period of Performance is provided in the following table:

Effort/FY	DESCRIPTION	Period of Performance	
LOT I FY 14 Base Period	Mobilization	02 Months	01 May 2014 - 30 Jun 2014
LOT I FY 14 Base Period	E-2/C-2/LSO Naval Aviation Training Systems Curriculum R&M	03 Months	01 Jul 2014 - 30 Sep 2014
LOT II FY 15 Option 1	E-2/C-2/LSO Naval Aviation Training Systems Curriculum R&M	12 Months	01 Oct 2014 - 30 Sep 2015
LOT III FY 16 Option 2	E-2/C-2/LSO Naval Aviation Training Systems Curriculum R&M	12 Months	01 Oct 2015 - 30 Sep 2016
LOT IV FY 17 Option 3	E-2/C-2/LSO Naval Aviation Training Systems Curriculum R&M	07 Months	01 Oct 2016 - 30 Apr 2017

F.2 - TDPC MAC CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Indefinite Delivery/Indefinite Quantity Contract Section F are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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1401	POP 01-MAY-2014 TO 30-JUN-2014	N/A	NAWCTSD TIM MOTE 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 407-380-4230 FOB: Destination	N61340
140101	N/A	N/A	N/A	N/A
1402	POP 01-MAY-2014 TO 30-JUN-2014	N/A	N/A FOB: Destination	
140201	N/A	N/A	N/A	N/A
1403	POP 01-MAY-2014 TO 30-JUN-2014	N/A	N/A FOB: Destination	
140301	N/A	N/A	N/A	N/A
1411	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
141101	N/A	N/A	N/A	N/A
1412	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
141201	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
1413	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
141301	N/A	N/A	N/A	N/A
1414	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
141401	N/A	N/A	N/A	N/A
1440	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
1460	POP 01-JUL-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	
146001	N/A	N/A	N/A	N/A
1511	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	
1512	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination	

1513	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
1514	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
1540	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
1550	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
1560	POP 01-OCT-2014 TO 30-SEP-2015	N/A	N/A FOB: Destination
1611	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1612	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1613	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1614	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1640	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1650	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1660	POP 01-OCT-2015 TO 30-SEP-2016	N/A	N/A FOB: Destination
1711	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination
1712	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination
1713	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination
1714	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination
1740	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination
1750	POP 01-OCT-2016 TO 30-APR-2017	N/A	N/A FOB: Destination

1760 POP 01-OCT-2016 TO N/A N/A
30-APR-2017 FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR)(SEP 2013)

(a) The contract shall commence on 01 May 2014 and shall continue 30 Sep 2014. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If DFAR Clause 252.216-7006, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibits B and F, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code 25322

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: Attachment 8 of Section J.

5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)

The services to be performed herein shall be performed at at Naval Station (NS) Norfolk, VA and Naval Air Station (NAS) Oceana, VA.

Section G - Contract Administration Data

G.1 - ACCOUNTING AND APPROPRIATION

The accounting and appropriation data will be provided at task order award, unless awarded subject to the availability of funds.

G.2 - WAGE DETERMINATION PRICE ADJUSTMENTS

a) As referenced in Section I, FAR Clauses 52.222-41 (Service Contract Act of 1965, as Amended) and 52.222-43 (Fair Labor Standards Act and Service Contract Act – Price Adjustment) apply to this task order. Applicable Wage Determinations and/or Collective Bargaining Agreements (CBA) are at Attachment 5 to this Task Order. Information contained in the applicable “DOL Wage Determination Adjustment Baseline” Attachment 7 to this Task Order will be considered in determining the amount of the adjustment to be paid.

b) For SCA price adjustments paid under FAR 52.222-43, this task order will utilize the “One-Time-Lookback” method. This method employs setting a provisional billing rate for the first 6 months of each fiscal year (FY) based on the contractor’s initial SCA price adjustment request for each applicable FY, then sets the last 6 months of the FY (referred to as the “Settlement Period”) based on actuals submitted by the contractor for the first 6 months. The contractor shall submit the payroll records of actual hours worked during the provisional 6 months by the 15th day of the 3th month of the then-current fiscal year (15 Apr). The Government will use this date to forecast the remaining 6 months, plus make any corrections for over or under payment during the provisional period. The corrections will be factored into the settlement period unit prices to be established in future modification.

G.3 - INVOICING AND PAYMENT INSTRUCTIONS

Payments shall be made IAW DFARS clause 252.204-7006 Billing Instructions (OCT 2005) in the basic contract, and DFARS Clause 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JUN 2012). DFARS Clause 252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009) in the task order applies to CLINs 1414, 1514, 1614, and 1714.

G.4 - TDPC MAC CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Indefinite Delivery/Indefinite Quantity Contract Section G, except for FAR 5252.232-9516 clause that is no longer applicable, are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

G.5 – GOVERNMENT POINTS OF CONTACT

(a) The COR for this contract is:

Name: Mr. Glenn H. White
Address: COMMACCLOGWINGDET, COR (N74)
Bldg SP-362
Naval Station (NS) Norfolk, VA 23511
(757) 445-1298
Glen.h.white@navy.mil

The Alternate COR (ACOR) for this contract is:

Name: Derek McCord

Address: COMMACCLOGWINGDET, COR
Bldg SP362
Norfolk, VA 23511
(757)-444-5769
Derek.K.McCord@navy.mil

The COR will act on behalf of the Contracting Officer for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is not required by the SOW in the contract (or task order).

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR.

- (b) The COR and ACOR will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.
- (c) The COR and ACOR are not an Administrative Contracting Officer and do not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, COR or ACOR requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the COR or ACOR to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

ACCOUNTING AND APPROPRIATION DATA

AA: 1741804 60AE 252 57012 Y 060951 2D C017AK
COST CODE: 5701241NT0QQ
AMOUNT: \$435,337.00
CIN 130041670800001: \$78,500.00
CIN 130041670800002: \$13,947.00
CIN 130041670800003: \$119,298.00
CIN 130041670800004: \$109,452.00
CIN 130041670800005: \$94,140.00
CIN 130041670800006: \$20,000.00

AB: 1741804 4A2A 252 00019 0 050120 2D 000000
COST CODE: A00002215681
AMOUNT: \$61,429.00
CIN 130041530200001: \$8,776.00
CIN 130041530200002: \$52,653.00

CLAUSES INCORPORATED BY FULL TEXT

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Combo

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N61340

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>N61340</u>
Issue By DoDAAC:	<u>N61340</u>
Admin DoDAAC:	<u>S24040A</u>
Inspect By DoDAAC:	<u>N/A</u>
Ship To Code:	<u>N/A</u>
Ship From Code:	<u>N/A</u>
Mark For Code:	<u></u>
Service Approver (DoDAAC):	<u>N61340</u>
Service Acceptor (DoDAAC):	<u>N61340</u>
Accept at Other DoDAAC:	<u>N/A</u>
LPO DoDAAC:	<u>N/A</u>
DCAA Auditor DoDAAC:	<u>TBD</u>

Other DoDAAC(s): _____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Judity.rice@navy.mil, lisa.nordeen@navy.mil, and demetrius.walker2@navy.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) through are incrementally funded. For these item(s), the sum of \$ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the

Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule: The Task Order is fully funded for FY14..

On execution of contract\$ _____
 (month) (day), (year) \$ _____
 (month) (day), (year) \$ _____
 (month) (day), (year) \$ _____

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR) (SEP 2012)

(a) The Contracting Officer has designated Glen H. White, COMACCLOGWING DET, COR (N74), Bldg SP-362 Naval Station (NS) Norfolk, VA 23511, (757) 445-1298 as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities: as described in the Government Points of Contact, Section G.5 (a), (b) and (c).

(b) The effective period of the COR designation is 1 May 2014 to 30 April 2017.

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (NAVAIR)(OCT 2005)

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Jim Dobbins
 PHONE (BUS): 314-439-4709
 PHONE (AFTER HOURS): 314-439-4709

ALTERNATE:

NAME: Frank Silebi
 PHONE (BUS): 813-394-5077

PHONE (AFTER HOURS): 813-394-5077

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(SEP 2012)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) are assigned to: See the ADMINISTERED BY Block on the face page of the contract, modification, or order.

(b) Special Instructions (see FAR 42.202(b) and (c)):

(1) The following contract administration functions are retained (see FAR 42.302(a) and DFARS 242.302(a)):

Functions Retained	Retained for Performance By:
3 and 58	PCO

(2) The following additional contract administration functions are assigned (see FAR 42.302(b)):

Additional Functions	Retained for Performance By:
N/A	

(c) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

Section H - Special Contract Requirements

H.1 - INCORPORATION OF TERMS AND CONDITIONS

All orders issued hereunder are subject to the terms and conditions of this contract, IAW clause H.8 – TASK ORDER PROCEDURES of the TDPC Indefinite Delivery/Indefinite Quantity. In cases of conflict, clauses in the TDPC Indefinite Delivery/Indefinite Quantity shall supersede clauses in this Task Order.

H.2 - CONTRACTING OFFICER

(a) In accordance with NAVAIR clause 5252.243-9504 Authorized Changes Only by the Contracting Officer of the basic contract, the address and telephone number of the Contracting Officer for Delivery Order is:

MR. JOSEPH A. LIBERATORE
Senior PCO Code 25322
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 3286
Phone: (407) 380-4281
Email: joseph.liberatore@navy.mil

H.3 - SCHEDULE OF DEDUCTIONS

(a) SME SERVICES:

- i) The contractor shall be paid the unit price for a 100% Subject Matter Expert Factor (SMEF) for each individual site set forth in Section B. Computation of the SMEF shall be in accordance with the Quality Assurance Surveillance Plan, Attachment 4.
- ii) Failure to achieve a monthly SMEF of at least 100% for any calendar month shall result in a reduction of the monthly payment amount for non-performance of services. The Schedule of Deductions shall be used when the SMEF on the monthly Performance Utilization Report falls below 100%. The percent to be deducted for non-performance of services for deficient SMEF set forth below in paragraph (iii) shall be as designated in the Performance Requirements Summary Table (PRST) in the QASP. The monthly payment amount used for calculating a deduction will be 15% of the line item unit price for SMEs.
- iii) Payment will be reduced in accordance with the following Schedule of Deductions:

Subject Matter Expert Factor (%)	% Deducted from Monthly Unit Price	Subject Matter Expert Factor (%)	% Deducted from Monthly Unit Price
99 - 99.9	5	93 - 93.9	35
98 - 98.9	10	92 - 92.9	40
97 - 97.9	15	91 - 91.9	45
96 - 96.9	20	Below 90.9	50
95 - 95.9	25		
94 - 94.9	30		

(b) Courseware Revisions:

- i) The contractor shall be paid the unit price for a 97-100% Courseware Revision Timeliness Factor (CRTF) for each individual SME set forth in Section B. Computation of the CRTF shall be in accordance with the Quality Assurance Surveillance Plan, Attachment 4.
- ii) Failure to achieve a monthly CRTF of at least 97% for any calendar month shall result in a reduction of the monthly payment amount for non-performance of services. The Schedule of Deductions shall be used when the CRTF on the monthly Performance Utilization Report falls below 97%. The percent to be deducted for non-performance of services for deficient CRTF set forth below in paragraph (iii) shall be as designated in the Performance Requirements Summary Table (PRST) in the QASP. The monthly payment amount used for calculating a deduction will be 80% of the line item unit price for SMEs.
- iii) Payment will be reduced in accordance with the following Schedule of Deductions:

Subject Matter Expert Factor (%)	% Deducted from Monthly Unit Price	Subject Matter Expert Factor (%)	% Deducted from Monthly Unit Price
96 - 96.9	5	90 - 90.9	35
95 - 95.9	10	89 - 89.9	40
94 - 94.9	15	88 - 88.9	45
93 - 93.9	20	Below 87.9	50
92 - 92.9	25		
91 - 91.9	30		

H.4 – SECURITY REQUIREMENTS (H.7 in the Basic Contract)

As required by FAR clause 52.204-2 of the contract, the contractor shall comply with the DoD Manual 5220.22M, "DoD National Industrial Security Program Operations Manual" (NISPOM) which will be used in the development of task order security requirements. The DD Form 254 at Attachment 6 identifies the specific security requirements for this task order. The contractor shall be required to obtain appropriate facilities and personnel security clearances in accordance with the DD Form 254 in support of the task order requirement.

H.5 - TYPE OF CONTRACT

(a) In accordance with clause H.2 - ISSUANCE OF ORDERS UNDER MULTIPLE AWARD CONTRACTS of the TDPC Indefinite Delivery/Indefinite Quantity, this Task Order will be Fixed Price (Firm-fixed-price (FFP)).

H.6 – TDPC MAC CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Indefinite Delivery/Indefinite Quantity Contract Section H, except for FAR 5252.211-9502, 5252.217-9502, and 5252.232-9516 clauses that are no longer applicable, are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

CLAUSES INCORPORATED BY FULL TEXT

252.217-7028 OVER AND ABOVE WORK (DEC 1991)

- (a) "Definitions."

As used in this clause --

(1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is --

- (i) Within the general scope of the contract;
- (ii) Not covered by the line item(s) for the basic work under the contract; and
- (iii) Necessary in order to satisfactorily complete the contract.

(2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.

(b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These procedures shall, as a minimum, cover --

(1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;

(2) Government review, verification, and authorization of the work; and

(3) Proposal pricing, submission, negotiation, and definitization.

(c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.

(d) The Government shall --

(1) Promptly review the work request;

(2) Verify that the proposed work is required and not covered under the basic contract line item(s);

(3) Verify that the proposed corrective action is appropriate; and

(4) Authorize over and above work as necessary.

(e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.

(f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT)(NAVAIR) (SEP 2012)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. The form and instructions for processing the SAAR-N form are available at:

http://www.cnrc.navy.mil/publications/Forms/OPNAV_5239_14_SAAR_N.pdf.

(b) SAAR-N forms will be submitted to the Government Sponsor or Technical Point of Contact (TPOC) via the contractor's Facility Security Officer (FSO). The designated SAAR-N Government Sponsor or TPCO for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the designated SAAR-N Government Sponsor or TPOC. Copies of the approved SAAR-N forms may be obtained through the designated SAAR-N Government Sponsor or TPOC. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the designated SAAR-N Government Sponsor or TPOC documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [insert attachment number]. [insert either "Task orders issued under the contract" or "The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates", means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime

contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(1))

[] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with [insert the period of prohibition] after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
- (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
- (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
- (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
- (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.

(b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification maybe utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.

(c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

5252.217-9507 OVER AND ABOVE WORK REQUESTS (NAVAIR) (OCT 2005)

(a) These procedures apply when the contractor identifies needed repairs that are over and above the requirements of the contract and recommends corrective action during contract performance in accordance with DFARS 252.217-7028, "Over and Above Work".

(b) The contractor shall prepare and submit the applicable Over and Above Work Request (OAWR) Form similar to the one attached to this contract to the PCO, via the COR, for authorization to proceed. The contractor shall use the OAWR to describe the over and above work that needs to be performed, including any parts and materials, in such detail as necessary to permit a thorough evaluation. The contractor shall attach competitive subcontractor quotes, or, if such quotes are not available, the contractor shall justify the total cost by specifying direct hours by labor category, as well as the type, quantity and cost of the material needed to perform the repair or replacement. The contractor shall also propose a schedule to complete the needed repair or replacement.

(c) The COR will review the OAWR submitted by the contractor, and then forward the form to the PCO with a recommendation of approval or disapproval. The COR will annotate the form with the reasons for the recommendation.

(d) The PCO shall take one of the following actions:

(1) Disapprove the OAWR. In this event, the OAWR will be returned to the contractor. A copy will also be provided to the COR.

(2) Authorize the OAWR. In this event, a modification (Standard Form 30) will be issued. Upon issuance of the modification, the contractor shall proceed with the repair or replacement effort.

(e) To the maximum extent practical, a FFP will be negotiated for this effort prior to the start of the work. In the event that the urgency of the effort does not permit the negotiation of an FFP, then the authorizing modification will establish not-to-exceed (NTE) prices. A sub-line item, under the OAWR line item, will be established to fund the effort. The Government is not responsible for any costs incurred by the contractor that exceed the NTE price established by the modification.

(f) Modifications to an OAWR will be effected by Standard Form 30.

(g) If the OAWR is issued on an NTE basis, the contractor shall promptly submit a proposal for the OAWR to the PCO. The PCO is responsible for negotiating a FFP for the OAWR and issuing an appropriate modification which establishes a FFP for that amount. The definitizing modification should include the following information:

(1) Reference to the OAWR and modification number and any later modification, which relates to that OAWR.

(2) The applicable ACRN and fund citation provided in the Accounting and Appropriation Data Block. Any excess funds are to be deobligated.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (NAVAIR) (OCT 1994)

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachment 5 (wage determination in the existing contract) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring

non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that "during the term of the contract", no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

MR. JOSEPH A. LIBERATORE

Senior PCO Code 25322
 Naval Air Warfare Center Training Systems Division
 12350 Research Parkway
 Orlando, FL 3286
 Phone: (407) 380-4281
 Email: joseph.liberatore@navy.mil

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
 (NAVAIR) (MAY 2012)**

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
	See Attachment 10 In Section						

(2) Government furnished property to be provided under this contract:

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
See Attachment 10 In Section						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
None						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items. Paragraph (b) does not apply to purchases under the NMCI/CoSC contract.

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
None						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

(d) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

I.1 – TDPC MAC CLAUSES INCORPORATED BY REFERENCE

All applicable clauses under the basic TDPC Indefinite Delivery/Indefinite Quantity Contract Section I are hereby incorporated with the same force and effect as if they were provided in full text. Upon request, the Contracting Officer will make the full text available.

CLAUSES INCORPORATED BY REFERENCE

52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-50	Combating Trafficking in Persons	FEB 2009
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7020	Rights In Special Works	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of completion of the base ordering period and within 60 days of completion of any optional ordering period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

Exhibit B**CDRLs --- DD Forms 1423: SOW 130075 dated 28 August 2013**

CDRL	NAME
B001	Contractor's Progress, Status and Management Report
B002	Conference Agenda
B003	Conference Minutes
B004	Technical Report - Study/Services - Quality Control Surveys and Results Report

Exhibit F**CDRLs --- DD Forms 1423: SOW 130075 dated 28 August 2013**

CDRL	NAME
F001	Technical and Management Work Plan
F002	Technical Report - Study/Services - Lesson Streamlining Report
F003	Training Program Structure Document
F004	Revisions to Existing Government Documents - Student Training Materials
F005	Revisions to Existing Government Documents - Instructor Training Materials
F006	Revisions to Existing Government Documents - Working and Planning Documentation
F007	Instructional Media Package - Source Material
F008	Revisions to Existing Government Documents - Training System Status Report

Attachments

Document Attachments	Description	Pages	Date
Attachment 1	Statement of Work (SOW) #130075	28	28-Aug-13
Attachment 2	Price Breakout Worksheet (PBW)	5	N/A
Attachment 3	Data Item Transmittal/Acceptance/Rejection Sheet (DITS)	1	N/A
Attachment 4	Quality Assurance Surveillance Plan (QASP)	18	N/A
Attachment 5	Department of Labor (DOL) Wage Determinations (WD) and Collective Bargaining Agreements (CBA) Ref: WD 2005-2544, Revision 15, dated 06/19/2013 NS Norfolk, VA and NAS Oceana, VA	20	19-Jun-13
Attachment 6	DD Form 254 – DoD Contract Security Classification Specification Secret	3	N/A
Attachment 7	Wage Determination Adjustment Baseline - Form	1	N/A
Attachment 8	CDRL Addressee List for SOW #130075	2	N/A
Attachment 9	Over and Above Work Request Form	1	N/A
Attachment 10	GFE/GFI Clause 5252.245-9500 Table	14	N/A
Attachment 11	COR Appointment Packages – TBD Upon Task Order Award Reserved and Not Used	TBD	TBD